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Attorneys for Defendants, GARFIELD BEACH CVS, LLC., erroneously sued and served herein as CVS PHARMACY, INC., a California Corporation, and CVS PHARMACY, INC., a Rhode Island Corporation

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION – SANTA ANA**

S.H., a minor, by and through her Guardian
ad Litem SHANNON AMBUEHL, and
S.H., a minor, by and through her Guardian
ad Litem TANJA ROSENBACH,

Plaintiffs,

v.

CVS PHARMACY, INC., a California
Corporation, CVS PHARMACY, INC., a
Rhode Island Corporation, and DOES 1
through 30, inclusive,

Defendants.

CASE NO.8:17-cv-00541-CJC (JCGx)

[Removal from Superior Court of
California, Orange County Case NO. 30-
2017-00899953-CU-MM-CJC]

Complaint Filed: 01/26/17

**ORDER RE STIPULATION FOR
PROTECTIVE ORDER**

IT IS HEREBY ORDERED that pursuant to the stipulation of the parties for an order pursuant to Fed. R.Civ. P. 26(c) that confidential information be disclosed only in designated ways:

1. As used in the Protective Order, these terms have the following meanings:

"Attorneys" means counsel of record;

"Confidential" documents are documents designated pursuant to paragraph 2;

"Documents" are all materials within the scope of Fed. R. Civ. P. 34;

"Outside Vendors" means messenger, copy, coding, and other clerical-services vendors not employed by a party or its Attorneys; and

"Written Assurance" means an executed document in the form attached as Exhibit A.

2. A Party may designate a document "Confidential", to protect information within the scope of Fed. R. Civ. P. 26(c).

3. All Confidential documents, along with the information contained in the documents, shall be used solely for the purpose of this action, and no person receiving such documents shall, directly or indirectly, use, transfer, disclose, or communicate in any way the documents or their contents to any person other than those specified in paragraph. Any other use is prohibited.

4. Access to any Confidential document shall be limited to:

(a) the Court and its staff;

(b) Attorneys, their law firms, and their Outside Vendors;

(c) persons shown on the face of the document to have authored or received it;

(d) court reporters retained to transcribe testimony;

(e) the parties;

1 (f) outside independent persons (i.e., persons not currently or formerly
2 employed by, consulting with, or otherwise associated with any party) who
3 are retained by a party or its Attorneys to provide assistance as mock jurors
4 or focus group members or the like, or to furnish technical or expert
5 services, and/or to give testimony in this action.
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8 5. Third parties producing documents in the course of this action may also
9 designate documents as "Confidential", subject to the same protections and constraints as
10 the parties to the action. A copy of the Protective Order shall be served along with any
11 subpoena served in connection with this action. All documents produced by such third
12 parties shall be treated as "Confidential" for a period of 14 days from the date of their
13 production, and during that period any party may designate such documents as
14 "Confidential" pursuant to the terms of the Protective Order.
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18 6. Each person appropriately designated pursuant to paragraphs 4(f) to receive
19 Confidential information shall execute a "Written Assurance" in the form attached as
20 Exhibit A. Opposing counsel shall be notified at least 14 days prior to disclosure to any
21 such person who is known to be an employee or agent of, or consultant to, any competitor
22 of the party whose designated documents are sought to be disclosed. Such notice shall
23 provide a reasonable description of the outside independent person to whom disclosure is
24 sought sufficient to permit objection to be made. If a party objects in writing to such
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1 disclosure within 14 days after receipt of notice, no disclosure shall be made until the
2 party seeking disclosure obtains the prior approval of the Court or the objecting party.

3 7. All depositions or portions of depositions taken in this action that contain
4 confidential information may be designated "Confidential" and thereby obtain the
5 protections accorded other "Confidential" documents. Confidentiality designations for
6 depositions shall be made either on the record or by written notice to the other party
7 within 14 days of receipt of the transcript. Unless otherwise agreed, depositions shall be
8 treated as "Confidential" during the 14-day period following receipt of the transcript.
9 The deposition of any witness (or any portion of such deposition) that encompasses
10 Confidential information shall be taken only in the presence of persons who are qualified
11 to have access to such information.
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13 8. Any party who inadvertently fails to identify documents as "Confidential"
14 shall, promptly upon discovery of its oversight, provide written notice of the error and
15 substitute appropriately-designated documents. Any party receiving such improperly
16 designated documents shall retrieve such documents from persons not entitled to receive
17 those documents and, upon receipt of the substitute documents, shall return or destroy the
18 improperly-designated documents.
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20 9. If a party files a document containing Confidential information with the
21 Court, it shall do so in compliance with the Electronic Case Filing Procedures for the
22 District of California. Prior to disclosure at trial or a hearing of materials or information
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1 designated "Confidential", the parties may seek further protections against public
2 disclosure from the Court.

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4 10. Any party may request a change in the designation of any information
5 designated "Confidential". Any such document shall be treated as designated until the
6 change is completed. If the requested change in designation is not agreed to, the party
7 seeking the change may move the Court for appropriate relief, providing notice to any
8 third party whose designation of produced documents as "Confidential" in the action may
9 be affected. The party asserting that the material is Confidential shall have the burden of
10 proving that the information in question is within the scope of protection afforded by Fed.
11 R. Civ. P. 26(c).
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15 11. Within 60 days of the termination of this action, including any appeals, each
16 party shall either destroy or return to the opposing party all documents designated by the
17 opposing party as "Confidential", and all copies of such documents, and shall destroy all
18 extracts and/or data taken from such documents. Each party shall provide a certification
19 as to such return or destruction within the 60-day period. However, Attorneys shall be
20 entitled to retain a set of all documents filed with the Court and all correspondence
21 generated in connection with the action.
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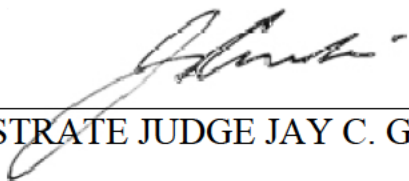
25 12. Any party may apply to the Court for a modification of the Protective Order,
26 and nothing in this Protective Order shall be construed to prevent a party from seeking
27 such further provisions enhancing or limiting confidentiality as may be appropriate.
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1 13. No action taken in accordance with the Protective Order shall be construed
2 as a waiver of any claim or defense in the action or of any position as to discoverability
3 or admissibility of evidence.
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5 14. The obligations imposed by the Protective Order shall survive the
6 termination of this action.
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8 **IT IS SO ORDERED:**

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10 DATED: May 24, 2017
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MAGISTRATE JUDGE JAY C. GANDHI

**EXHIBIT A
WRITTEN ASSURANCE**

_____ declares that:

I reside at _____ in the City of _____, County of _____, State of _____. My telephone number is _____.

I am currently employed by _____, located at _____, and my current job title is _____. I have read and I understand the terms of the Protective Order dated _____, filed in Case No.: 8:17-cv-00541-CJC (JCGx), pending in the United States District Court for the District of California-Southern District. I agree to comply with and be bound by the provisions of the Protective Order. I understand that any violation of the Protective Order may subject me to sanctions by the Court.

I shall not divulge any documents, or copies of documents, designated "Confidential" obtained pursuant to such Protective Order, or the contents of such documents, to any person other than those specifically authorized by the Protective Order. I shall not copy or use such documents except for the purposes of this action and pursuant to the terms of the Protective Order.

As soon as practical, but no later than 30 days after final termination of this action, I shall return to the attorney from whom I have received them, any documents in my

1 possession designated "Confidential", and all copies, excerpts, summaries, notes, digests,
2 abstracts, and indices relating to such documents.

3 I submit myself to the jurisdiction of the United States District Court for the
4 District of California for the purpose of enforcing or otherwise providing relief relating to
5 the Protective Order.
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8 Executed on _____
9 (Date) (Signature)